

EXHIBIT 2

ENTERED
05/13/2009

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:**NORTH PARK OFFICE TOWER,
LP,****Debtor.**§
§
§
§
§
§
§**Chapter 11****Case No. 09-30600**

AGREED AMENDED ORDER DISMISSING CASE

ON APRIL 22, 2009, CAME ON FOR HEARING and/or CONSIDERATION the Emergency Motion to Dismiss Bankruptcy Case ("Motion to Dismiss"), filed by NorthPark Office Tower LP ("NorthPark"), by and through its sole general partner NorthPark Office Tower GP, LLC ("NorthPark GP"), by and through Jetall Companies, Inc. ("Jetall"), its sole member, by and through Ali Choudhri, the president of Jetall.

1. **Kevin Orton** ("Orton") appeared in person and through counsel of record. **Jetall Companies, Inc.** ("Jetall") also appeared through its president, Ali Choudhri, and its counsel of record. Orton and Jetall announced that an agreement has been reached between Jetall, Orton, NorthPark and NorthPark GP. Orton and Jetall have entered into the following Agreed Stipulations regarding this matter:

- a. Orton recognizes the effectiveness of the Assignment of Membership Interest dated January 21, 2009 (said assignment having been introduced into evidence at the February 5, 2009 hearing as the first page of Exhibit "4") and the Assignment of Limited Partnership Interest dated January 21, 2009 (said assignment having been introduced into evidence at the February 5, 2009 hearing as the second page of Exhibit "4"), and acknowledges that Jetall is a 49.9% limited partner of NorthPark, a

100% owner and sole member of NorthPark GP, and the sole manager NorthPark GP, until or unless a state court decides otherwise by final or interlocutory order.

- b. Orton and Jetall agree to be bound by the Company Agreement dated March 6, 2006 (said agreement having been introduced into evidence at the February 5, 2009 hearing as Exhibit "22") and the Agreement of Limited Partnership dated March 6, 2006 (said agreement having been introduced into evidence at the February 5, 2009 hearing as Exhibit "1").
- c. Jetall will deliver a Special Warranty Deed conveying its $\frac{1}{2}$ interest in the Property back to NorthPark by deed delivered to Dawn Guilliams, Williams, Birnberg & Andersen. Title shall be in the same condition as when Jetall received it.
- d. This order (i) shall not prejudice the claims asserted by Orton in the Motion for Modification, as Amended and (ii) shall have no issue preclusion (collateral estoppel) effect.
- e. Jetall agrees to give Orton notice of any default notice or notice of foreclosure within three business days of Jetall's receipt (only for the loan in the original amount of \$4,500,000 or any refinancing of this loan).
- f. Jetall shall withdraw its Motion for Costs.
- g. Orton shall not represent to any third party that he has the authority to act on behalf of NorthPark GP or NorthPark, until or unless a state court decides otherwise by final or interlocutory order.
- h. Orton agrees to cooperate with Jetall and reasonably promptly comply with Jetall's request for documents and information regarding the operations and management of the property owned by NorthPark.
- i. The captioned bankruptcy case shall be dismissed without prejudice.

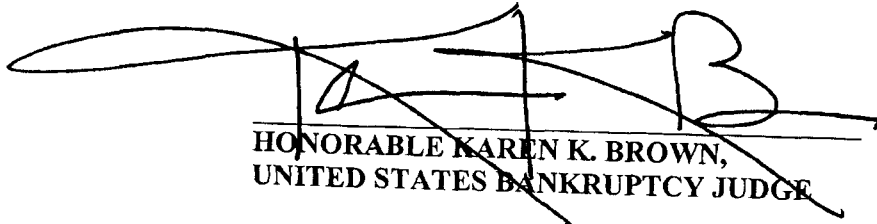
- j. Orton recognizes that NorthPark GP is the only entity authorized to file a bankruptcy petition for NorthPark.

2. The Court concludes that the settlement between Orton, Jetall, NorthPark and NorthPark GP, as reflected in the stipulations of the parties above is reasonable and should be approved by the Court.

**BASED ON THE ABOVE, IT IS ORDERED, ADJUDGED AND DECREED
THAT:**

1. The above chapter 11 case is dismissed without prejudice.
2. The Court approves the Agreed Stipulations, which shall be binding on the parties.
3. The Motion for Costs is withdrawn.

Signed this 13 day of May 2009.



HONORABLE KAREN K. BROWN,
UNITED STATES BANKRUPTCY JUDGE

AGREED AND ENTRY REQUESTED:



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